

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Cinnaminson Groundwater Contamination Superfund Site, located in the Townships of Delran and Cinnaminson, Burlington County, New Jersey ("the Site").

B. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their directors, officers, agents, heirs, successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to any prospective or subsequent owners or successors before Settling Defendants' property rights, stock, or assets are transferred.

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

“Day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Group A Settling Defendants” shall mean AFG Industries, Inc.; Atlantic Metals, Inc.; BOC Gases; Del Val Ink & Color, Inc.; De Soto, Inc./Sherman Wire Corporation; Ford Electronics and Refrigeration Corporation; Hoeganaes Corporation; Honeywell, Inc.; L&L Redi Mix, Inc.; Tenneco Polymers, Inc.; and 20th Century Refuse Removal Co.

“Group B Settling Defendants” shall mean SC Holdings, Inc.; Waste Management of New Jersey, Inc.; Waste Management of Pennsylvania, Inc.; and Waste Management Disposal Services of Pennsylvania, Inc.

“Hazardous Substances” shall mean any substance meeting the definition of “hazardous substance” in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

“Interest” shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507,

compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

“Natural Resources” shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

“NCP” shall mean the National Oil and Hazardous Substances Pollution and Contingency Plan promulgated by EPA pursuant to Section 105 of CERCLA, 43 U.S.C. § 9605, at 40 C.F.R. Part 300, and all amendments and modifications thereto.

“Operable Unit One” shall mean all response actions relating to the Record of Decision for the Site issued by EPA on September 28, 1990.

“Order” shall mean the Administrative Order, Index No. II-CERCLA 10107, dated June 28, 1991, issued by EPA to Settling Defendant SC Holdings.

“Paragraph” shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and the Settling Defendants.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through May 17, 2003, as to payroll costs, and May 31, 2003, as to all other costs, for the response action described in the Record of Decision, dated September 28, 1990, for Operable Unit One at the Site, plus accrued Interest on all such costs through such dates. Past Response Costs shall not include oversight costs, which for purposes of this Consent Decree only, shall mean that portion of Past Response Costs incurred by EPA or an EPA contractor, after the effective date of Administrative Order, Index No. II-CERCLA-10107 (“Order”), in monitoring Sanitary Landfill, Inc.’s (“SLI’s”)/SC Holdings, Inc.’s (“SCH’s”) performance of the work under the Order to determine whether such performance is consistent with the requirements of the Order, including costs incurred in reviewing or developing plans, reports and other items pursuant to the Order, as well as costs incurred in overseeing implementation of the work required under the Order including sampling and monitoring costs.

“Plaintiff” shall mean the United States.

“Response Costs” shall mean all costs, including but not limited to, direct and indirect costs, together with accrued interest, that EPA and DOJ on behalf of EPA have incurred, are incurring and/or will incur for response actions relating to Operable Unit One at the Site; however, Response Costs do not include costs incurred or to be incurred by EPA relating to Administrative Order, Index No. II-CERCLA 10107, except that oversight costs incurred by EPA in monitoring and supervising SLI’s/SCH’s performance of the work pursuant to the Order, including costs incurred in reviewing plans, reports, and other documents submitted pursuant to

the Order, are included in Response Costs. In addition, Reponse Costs do not include any costs incurred or to be incurred by the United States related to the evaluation of and decision concerning the adequacy of the current closure of the SLI/SCH landfill at the Site.

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to Operable Unit One at the Site, signed on September 28, 1990 by the Regional Administrator, EPA Region II, or his/her delegatee, and all attachments thereto. The ROD is attached to this Consent Decree as Appendix A.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean, collectively, Group A Settling Defendants and Group B Settling Defendants.

"Site" shall mean the Cinnaminson Groundwater Contamination Superfund site, encompassing approximately 400 acres, located in the Townships of Cinnaminson and Delran, Burlington County, New Jersey, and depicted specifically on the map included in Appendix B. The Site includes properties bounded by Union Landing Road, U.S. Route 130, River Road, and Taylors Lane, and additionally, the Site includes properties outside these boundaries encompassing the aerial extent of contamination to which hazardous substances have or may have migrated or otherwise threatened to migrate.

"United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF CERTAIN RESPONSE COSTS

5. Within fifteen (15) days of Settling Defendants' receipt of notice of entry of this Consent Decree, Settling Defendants shall collectively pay to EPA the sum of \$675,269, representing \$285,193 to be paid jointly and severally by Group A Settling Defendants toward reimbursement of Past Response Costs, plus \$390,076 to be paid jointly and severally by Group B Settling Defendants toward reimbursement of Response Costs, plus an additional sum for Interest on the collective amount calculated from the date of signing of the Consent Decree by all Settling Defendants through the date of payment. That portion of the amount representing reimbursement of Response Costs (\$390,076 plus Interest accrued thereon) shall be applied to the first costs incurred by the United States.

6. Payment shall be by Electronic Funds Transfer ("EFT" or wire transfer) to the DOJ lockbox bank, referencing the CERCLA Number 02-F7, and the U.S.A.O. file number _____, and DOJ Case Number 90-11-2-661B. Payment shall be made in accordance with instructions provided by the United States to the Settling Defendants upon execution of the

Consent Decree. Any EFTs received at the DOJ lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day.

7. The total amount to be paid by Settling Defendants shall be deposited in the Cinnaminson Groundwater Contamination Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the Hazardous Substance Superfund.

8. Within one week of the EFT, Settling Defendants shall send notice to the United States that payment has been made in accordance with Section XIII (Notices and Submissions) and to:

Chief, Financial Management Branch
U.S. Environmental Protection Agency - Region II
290 Broadway - 29th Floor
New York, New York 1007-1866.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

9. Interest on Late Payments. In the event that any payment required by Section V (Reimbursement of Certain Response Costs) or Section VI, Paragraph 10 (Stipulated Penalty), are not received when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amounts due to the United States under this Consent Decree are not paid by the required date, Settling Defendants shall pay, as a stipulated penalty, in addition to the unpaid balance and Interest accrued thereon, \$1500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of the date of the demand for payment of the penalties by EPA. Payment shall be made by EFT to Mellon Bank, Pittsburgh, Pennsylvania, as follows: Settling Defendants shall provide the following information to their bank:

- (i) Amount of payment;
- (ii) Title of Mellon Bank Account to receive the payment: EPA;
- (iii) Account Code for Mellon Bank Account receiving the payment: 9108544;
- (iv) Mellon Bank ABA Routing Number: 043000261;
- (v) Name of Settling Defendants;

- (vi) Civil Action Number; and
- (viii) Site/Spill Identifier:02-F7.

All payments shall indicate that the payment is for stipulated penalties. At the time of payment Settling Defendants shall send notice of such payment, including the name and address of the party making payment, the EPA Region's Site ID Number 02-F7, U.S.A.O. File Number _____, and DOJ Case Number 90-11-2-661B, to the United States as provided in Section XIII (Notices and Submissions) and to:

Chief, Financial Management Branch
U.S. Environmental Protection Agency - Region II
290 Broadway - 29th Floor
New York, New York 10007-1866.

c. In the event that payment of stipulated penalties is not received when due, the Interest on any unpaid balance shall begin to accrue on the date of demand of the stipulated penalties and shall continue to accrue on the unpaid balance through the date of payment.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under Paragraphs 9 through 11 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

13. a. The obligations of the Group A Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Group A Settling Defendant(s) to make the payments required under this Consent Decree, the remaining Group A Settling Defendants shall be responsible for such payments.

b. The obligations of the Group B Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Group B Settling Defendant(s) to make the payments required under this Consent Decree, the remaining Group B Settling Defendants shall be responsible for such payments.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. COVENANTS NOT TO SUE BY PLAINTIFF

15. a. Covenant Not to Sue by United States as to Group A Settling Defendants. Except as specifically provided in Paragraph 16 (Reservation of Rights by United States), the United States covenants not to sue Group A Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section V, Paragraph 5 (Payment of Certain Response Costs) and Section VI, Paragraphs 9 (Interest on Late Payments) and 10 (Stipulated Penalty) by the Group A Settling Defendants. This covenant not to sue is conditioned upon the satisfactory performance by Group A Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Group A Settling Defendants and does not extend to any other person.

b. Covenant Not to Sue by United States as to Group B Settling Defendants. Except as specifically provided in Paragraph 16 (Reservation of Rights by United States), the United States covenants not to sue Group B Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Response Costs. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section V, Paragraph 5 (Reimbursement of Response Costs) and any payments due under Section VI, Paragraphs 9 (Interest on Late Payments) and 10 (Stipulated Penalty) by the Group B Settling Defendants. This covenant not to sue is conditioned upon the satisfactory performance by Group B Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Group B Settling Defendants and does not extend to any other person.

16. Reservation of Rights by United States. The covenants not to sue set forth in Paragraph 15 do not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for damages for injury to, destruction of, or loss of Natural Resources, and for the costs of assessing such injury, destruction or loss resulting to Natural Resources;
- c. criminal liability;
- d. liability for response costs that have been or may be incurred by any federal

agencies other than EPA or DOJ on behalf of EPA;

e. liability arising from future disposal activities by the Settling Defendants at the Site;

f. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906;

g. as to Group A Settling Defendants, liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

h. as to Group B Settling Defendants, liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs, including, but not limited to, liability for any payments due under the Order, for any costs incurred by the United States related to response actions undertaken by the United States in the event of noncompliance with the Order, and for any costs related to enforcement of the Order; and

i. as to Group B Settling Defendants, liability for violations of federal or state law which occur during or after implementation of the remedial action.

17. Nothing in this Consent Decree shall be deemed to limit the authority of the United States under Section 104 or 106 of CERCLA, 42 U.S.C. §§ 9604 or 9606, or as otherwise provided by law, to take any response actions in connection with the Site.

VIII. COVENANTS NOT TO SUE BY SETTLING DEFENDANTS

18. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or Response Costs at the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. as to Group A Settling Defendants, any claim arising out of response actions at the Site for which Past Response Costs were incurred;

c. as to Group B Settling Defendants, any claim arising out of response actions at the Site for which Response Costs were incurred;

d. as to Group A Settling Defendants, any claim against the United States

pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs; and

e. as to Group B Settling Defendants, any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

IX. CERTIFICATION OF SETTLING DEFENDANTS

20. By signing this Consent Decree, each Settling Defendant certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to the United States, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

21. By signing this Consent Decree, each Group B Settling Defendant admits the allegations of the complaint solely for the purposes of this Consent Decree.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

22. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party

hereto.

23. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. As to Group A Settling Defendants, the "matters addressed" in this Consent Decree are Past Response Costs, as that term is defined in this Consent Decree. As to Group B Settling Defendants, the "matters addressed" in this Consent Decree are Response Costs, as that term is defined in this Consent Decree.

24. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants Not to Sue by Plaintiff set forth in Section VII.

XI. ACCESS TO INFORMATION

26. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, sampling analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

27. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and

40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. Settling Defendants may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States, or any administrative order issued by EPA, shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

28. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

29. Until 10 years after entry of this Consent Decree for Group A Settling Defendants, and until the later of 10 years after entry of this Consent Decree or 10 years after "Certification of Completion of Work," as that term is defined in Section X.E. of the Order, for Group B Settling Defendants, each Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

30. After the conclusion of the document retention period in the preceding Paragraph, Settling Defendants shall notify the United States at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. Settling Defendants may assert that certain

documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States, or any administrative order issued by EPA, shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

XIII. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

U.S. Department of Justice (DOJ # 90-11-2-661B)
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
Att'n.: Cinnaminson Groundwater Contamination Superfund Site Attorney

As to EPA:

U.S. Environmental Protection Agency - Region II
Emergency & Remedial Response Division
New Jersey Superfund Branch
290 Broadway - 19th Floor
New York, New York 10007-1866

Att'n.: Cinnaminson Groundwater Contamination Superfund Site Project Manager

and

U.S. Environmental Protection Agency - Region II
Office of Regional Counsel
New Jersey Superfund Branch
290 Broadway - 17th Floor
New York, New York 10007-1866
Att'n.: Cinnaminson Groundwater Contamination Superfund Site Attorney

As to Settling Defendants:

[Insert name of one person who will serve as
the contact for all Settling Defendants]

XIV. RETENTION OF JURISDICTION

32. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

33. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the ROD; and "Appendix B" is the map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

35. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the

agreement may not be used as evidence in any litigation between the Parties.

XVII. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVIII. SIGNATORIES/SERVICE

37. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Regional Administrator of EPA - Region II certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

38. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

39. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. AFG Industries, Inc., et al.* relating to the Cinnaminson Groundwater Contamination Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 11/26/03

Acting
THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division

Date: _____

JONATHAN A. MARKS
Trial Attorney
United States Department of Justice
Environment & Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044
(202) 514-4454

CHRISTOPHER J. CHRISTIE
United States Attorney
District of New Jersey

MICHAEL A. CHAGARES
Assistant United States Attorney
U.S. Attorney's Office for the
District of New Jersey
970 Broad Street, Room 400
Newark, New Jersey 07102
(973) 645-2700

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. AFG Industries, Inc., et al.* relating to the Cinnaminson Groundwater Contamination Superfund Site.

FOR THE ENVIRONMENTAL PROTECTION
AGENCY

Date: _____

JANE M. KENNY
Regional Administrator
U.S. Environmental Protection Agency, Region II

Date: _____

DEBORAH L. MELLOTT
Section Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway
New York, New York 10007-1866

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FOR DEFENDANT AFG INDUSTRIES, INC.

Date: _____

[Name and address of Defendant's signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____